



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

June 04, 2013

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Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO EMERGENCY MEDICAL TECHNICIAN -
PARAMEDIC SERVICE PROVIDER AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to extend the term of the Emergency Medical Technician-Paramedic Service Provider Agreements with 19 County-approved private paramedic providers for the Department of Health Services Emergency Medical Services Agency.

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www.dhs.lacounty.gov

To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute amendments with the 19 County-approved private paramedic providers listed on Attachment A, effective upon Board approval for the period July 1, 2013 through June 30, 2014, for the provision of Emergency Medical Technician-Paramedic (EMT-P) Advanced Life Support (ALS) services, at no cost to the County.
2. Delegate authority to the Director, or his designee, to execute a form EMT-P Service Provider Agreement with any future County-approved private paramedic service provider, effective date of execution through June 30, 2014, at no cost to the County, with notification to the Board and the Chief Executive Office.



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3. Delegate authority to the Director, or his designee, to execute Amendments to the Agreement to make necessary changes to scope of work and revise or incorporate provisions consistent with all applicable State, and/or federal laws and regulations, County Ordinances and Board Policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Health Services is the local Emergency Medical Services (EMS) Agency and is responsible for the development and maintenance of Los Angeles County's EMS System, which includes the approval and monitoring of the EMT-P providers. Under provisions of Section 1797, et seq., of the California Health & Safety Code, the County is required to maintain an ALS system under which paramedics provide emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer, while in the emergency department of a general acute care hospital, until patient care responsibilities are assumed by the regular staff of the hospital, and during training within the facilities of a participating general acute care hospital.

Approval of the first recommendation will allow the Director to execute Amendments, substantially similar to Exhibit I, with the 19 County-approved private paramedic provider agencies to continue the practice of providing emergency medical care services in accordance with California Health and Safety (H&S Code Section 1797, et seq.) throughout the County. The current Agreement expires on June 30, 2013, and additional time is needed to analyze the staff costs involved in the initial ALS approval and annual monitoring processes. The EMS Agency will work with the Auditor-Controller to develop appropriate fees to recover these costs from the providers.

Approval of the second recommendation will allow the Director to execute form EMT-P Agreements, original approved by the Board on June 17, 2008, and as updated via the proposed Amendments with the providers, with any future County-approved private paramedic provider agencies within the parameters set forth herein.

Approval of the third recommendation will allow the Director to execute Amendments to make necessary non-substantive changes in the Agreement.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under the current Agreement, there are no fees associated with the EMT-P services. However, the EMS Agency is currently in the process of analyzing the staff costs involved in the initial ALS approval and annual monitoring processes to develop appropriate fees to recover the cost from the providers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 17, 2008, the Board approved the execution of EMT-P agreements with 15 private paramedic service providers, effective July 1, 2008 through June 30, 2013. Since that time, an

additional four companies have signed agreements, bringing the total number of County-approved paramedic service providers to 19.

The Agreement may be terminated for convenience by the County upon 10 days prior written notice.

County Counsel has approved Exhibits I as to use and form.

CONTRACTING PROCESS

The California Health & Safety Code requires approved private paramedic providers to have a written agreement with the local EMS Agency to participate in the ALS Program and to comply with all applicable State regulations and local policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommendations will allow for the continued provision of emergency medical care services throughout the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is stylized with a large, sweeping "M" and a cursive "Katz".

Mitchell H. Katz, M.D.

Director

MHK:rg

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

ATTACHMENT A

LICENSED PRIVATE EMT-P PROVIDERS – LOS ANGELES COUNTY

1	Ambuserve, Inc. 15105 S Broadway Ave Gardena 90248 Melissa Harris, President Traci Taylor, General Manager	11	Medreach, Inc 1303 Kona Drive Rancho Dominguez 90220 Kathy McNab, President Robert Aragon, General Manager
2	American Medical Response Of So. Calif Administrative Offices 1055 W Avenue J, Lancaster, 93534 Scott White, SoCal Director Mike Hill, Manager	12	Medresponse, Inc 16128 Cohasset Street Van Nuys 91406 Andrew Stepansky, President Paul Pearson, Ops Manager
3	Americare Ambulance Service 1059 E Bedmar St Carson 90746-3160 Michael Summers, President Brett Selter, Managing Director	13	Mercy Ambulance Service 7700 Imperial Highway, Ste. D, Downey, CA 90242 Craig Esterly, President Robert Risher, Consultant
4	Antelope Ambulance Service 42540 N. 6 th Street East Lancaster 93535 Andrew Wilson, President Doug Cain, Exec Vice President Aaron Aumann, General Manager	14	Priority-1 Medical Transportation 740 S Rochester Ave, Suite E Ontario 91761-8179 Michael Parker, President Jim Karras, General Manager
5	Bowers Companies, Inc., D.B.A. Bowers Ambulance Service, A Subsidiary Of Rural/Metro Of So. California, Inc. 9221 East Via de Ventura, Scottsdale, Arizona 85258 Michael DiMino, President	15	Prn Ambulance, Inc 345 S Woods Ave Los Angeles 90022 Avetis Avetisyan, President Roy Carroll, Director of Operations
6	Gentle Care Transport, Inc 3539 Casitas Ave. Los Angeles 90039 Mike Panossian CEO Robert Camarena, General Manager	16	Rescue Services International, Ltd 5462 Irwindale Ave. Suite B, Irwindale 91706 Virginia Munger-Shipp, President Robert Ower, Project Manager Coord.
7	Gerber Ambulance Service 19801 Mariner Ave Torrance 90503 Robert Gerber, President Matt Steeneken, Ops Manager	17	SCHAEFER AMBULANCE SERVICE 4627 W Beverly Blvd Los Angeles 90004-3101 Jim McNeal, Sr, President Leslie McNeal, Vice President
8	Guardian Ambulance Service 1854 E Corson St, Suite 1 Pasadena 91107 Catherine Jackuback, Admin VP	18	West Coast Ambulance, Inc 6739 Victoria Ave Los Angeles 90043 Olga Binman, Pres / Humberto Ramirez, Ops. Manager
9	Impulse Ambulance, Inc 12531 Vanowen St. North Hollywood 91605-5321 Lev Pinsky, President Robert Williams, General Manager	19	Westmed / McCormick Ambulance, Inc. 13933 S Crenshaw Blvd. Hawthorne 90250 Joe Chidley, President Mike Henderson, Ops
10	Liberty Ambulance, LLC (previously APT Medical Transportation) 9441 Washburn Road Downey, CA 90242 Kelvin Carlisle President Tom Richards, COO		

Agreement No. _____

EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC SERVICES AGREEMENT

Amendment No. 1

This Amendment is made and entered into this _____ day of _____, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and _____ (hereafter "Provider").

WHEREAS, on June 17, 2008, the County and Provider, entered into Agreement No. _____ to provide Emergency Medical Technician – Paramedic Services; and

WHEREAS, it is the intent of the parties to modify certain terms and conditions of the Agreement and extend the current amendment for a period of one (1) year; and

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective upon Board approval on the date identified at the top of this document.
2. This Agreement is hereby amended to delete Paragraph 2. Term, Subparagraph A. in its entirety and replace it as follows:

"A. The term of this Agreement shall commence on June 17, 2008, and shall continue, unless sooner terminated, or canceled, in full force and effect to and including midnight June 30, 2014. This Agreement shall be reviewed, as needed by the parties' representatives, to ensure its applicability to then current conditions, policies, and protocols specific to the ALS program in Los Angeles County.

In any event, this Agreement may be canceled at any time by either party by the giving of at least sixty (60) calendar days advance written notice thereof to the other party."

3. This Agreement is hereby amended to add Paragraph 36. Restrictions on Lobbying as follows:

"36. Restrictions on Lobbying: If any Federal funds are to be used to pay for Provider's services under this Agreement, Provider shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and

disclosure requirements."

4. This Agreement is hereby amended to add Paragraph 37. Termination for Non-Adherence of County Lobbyist Ordinance as follows:

"37. Termination for Non-Adherence of County Lobbyist Ordinance: The Provider, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Provider, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Provider or any County Lobbyist or County Lobbying firm retained by the Provider to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement."

5. This Agreement is hereby amended to add Paragraph 38. Unlawful Solicitation as follows:

"38. Unlawful Solicitation: Provider shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Provider agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service."

6. This Agreement is hereby amended to add Paragraph 39. Validity as follows:

"39. Validity: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby."

7. This Agreement is hereby amended to add Paragraph 40. Warranty Against Contingent Fees as follows:

"40. Warranty Against Contingent Fees: The Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Provider for the purpose of securing business.

For breach of this warranty, the County shall have the right to terminate

this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee."

8. This Agreement is hereby amended to add Paragraph 41. No Intent to Create a Third Party Beneficiary Contract as follows:

"41. No Intent to Create a Third Party Beneficiary Contract: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement."

9. This Agreement is hereby amended to add Paragraph 42. Reporting of Child/Elder and Dependent Adult Abuse as follows:

"42. Reporting of Child/Elder and Dependent Adult Abuse: Provider staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

Provider staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Provider staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Provider staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Provider has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

PROVIDER

COUNTY OF LOS ANGELES

Signature

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Printed Name

APPROVED AS TO PROGRAM:
Department of Health Services

Title

By _____
Cathy Chidester, Director
Emergency Medical Services Agency

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL